

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU-----X
DANIEL FRIEDLAND,

Index # _____/19

Plaintiff, The Plaintiff designates Nassau
County as the place of trial.

- against -

The basis of venue is the
plaintiff's Residence.TOWN OF HEMPSTEAD, LEVITTOWN UNION FREE
SCHOOL DISTRICT, LEVITTOWN UNION FREE
SCHOOL DISTRICT TEACHER "JOHN" BREEN (the
first name being fictitious and known only to defendants),

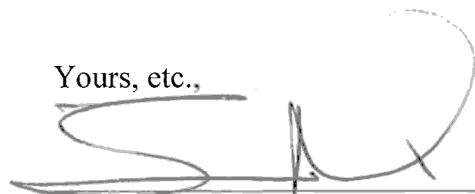
Defendants.

S U M M O N SThe plaintiff resides at
1756 Wisteria Circle
Bellport, New York 11713-----X
TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the Complaint in this action and to serve a copy of your answer, or, if the complaint is not served with the Summons, to serve a notice of appearance, on the Plaintiff's attorney, within twenty (20) days after the service of this Summons, exclusive of the day of service, or within thirty (30) days after the service is complete if this Summons is not personally delivered to you within the State of New York; and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: New York, New York
November 5, 2019

Yours, etc.,

Sameer Nath, Esq.
SILVER & KELMACHTER, LLP
Attorneys for Plaintiff
11 Park Place, Suite 1503
New York, New York 10007
(212) 661-8400

TO:

DEFENDANTS' ADDRESSES:

TOWN OF HEMPSTEAD
1 Washington Street
Hempstead, New York 11550

LEVITTOWN UNION FREE SCHOOL DISTRICT
150 Abbey Lane
Levittown, New York 11756

LEVITTOWN UNION FREE SCHOOL DISTRICT TEACHER "JOHN" BREEN (the first name
being fictitious and known only to the defendants)
150 Abbey Lane
Levittown, New York 11756

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

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DANIEL FRIEDLAND,

Plaintiff, Index # _____/19

- against -

TOWN OF HEMPSTEAD, LEVITTOWN UNION FREE
SCHOOL DISTRICT, LEVITTOWN UNION FREE
SCHOOL DISTRICT TEACHER "JOHN" BREEN (the
first name being fictitious and known only to defendants),

VERIFIED COMPLAINT

Defendants.
-----X

The plaintiff DANIEL FRIEDLAND, by his attorneys, Silver and Kelmachter, LLP, as and for his Verified Complaint against the defendants, LEVITTOWN UNION FREE SCHOOL DISTRICT, LEVITTOWN UNION FREE SCHOOL DISTRICT TEACHER "JOHN" BREEN (the first name being fictitious and known only to defendants) (hereinafter: "MR. BREEN"), do allege as follows upon information and belief:

1. That the plaintiff, DANIEL FRIEDLAND is a resident of County of Nassau, State of New York.
2. That including and between September of 1965 and June of 1966, when the acts complained-of herein occurred, the plaintiff DANIEL FRIEDLAND was a minor and below the legal age to give consent to sexual activity pursuant to N.Y.S. Penal Law § 130.05.
3. That following the occurrence of the acts and omissions complained-of herein, and at the time of the commencement of this action, the plaintiff DANIEL FRIEDLAND has attained the age of majority.
4. That this action is being filed in compliance with the timeframe of

CPLR § 208(b), CPLR § 214(f), CPLR § 214(g) and 2019 N.Y. ALS 11, 2019 N.Y. Laws 11, 2019 N.Y. Ch. 11, 2019 N.Y. SB 2440 (“The Child Victims Act”), and in accordance with the rules implemented by the Clerk of This Court.

5. That including and between September of 1965 and June of 1966, when the acts complained-of herein occurred, the plaintiff DANIEL FRIEDLAND was subjected to improper sexual activities and was sexually abused, assaulted and battered by the defendant LEVITTOWN UNION FREE SCHOOL DISTRICT, by and through their agent, servant and employee, MR. BREEN who was a sixth grade school teacher at Defendants’ elementary school facility.

6. That at all times herein mentioned the defendant TOWN OF HEMPSTEAD was and still is a municipal corporation, duly organized and existing under the laws of the State of New York with its principal office in Levittown, New York.

7. That at all times herein mentioned the defendant LEVITTOWN UNION FREE SCHOOL DISTRICT was and still is a municipal corporation, duly organized and existing under the laws of the State of New York with its principal office in Levittown, New York.

8. That at all times herein mentioned the defendant LEVITTOWN UNION FREE SCHOOL DISTRICT was and still is a wholly owned subsidiary of the defendant TOWN OF HEMPSTEAD and which was owned, operated, managed, maintained and controlled by the defendant TOWN OF HEMPSTEAD.

9. That at all times herein mentioned the defendant MR. BREEN was an agent, servant, and/ or employee of the defendants TOWN OF HEMPSTEAD and LEVITTOWN UNION FREE SCHOOL DISTRICT.

10. That at all relevant times, the defendant TOWN OF HEMPSTEAD owned, operated, managed, maintained, and controlled a public school facility known as

Seaman Neck Elementary School formerly located at or near 1100 Crestline Place, Seaford New York 11783.

11. That at all relevant times, the defendants TOWN OF HEMPSTEAD and/ or LEVITTOWN UNION FREE SCHOOL DISTRICT did employ, certify, accredit, manage maintain, and supervise the staff and management of the Seaman neck Elementary School in the County of Nassau, State of New York, including the co-defendant MR. BREEN, who was a sixth grade teacher at the aforesaid school facility.

12. That at all relevant times, the defendant MR. BREEN was an agent, servant, and employee of the defendants TOWN OF HEMPSTEAD and LEVITTOWN UNION FREE SCHOOL DISTRICT at Seaman Neck Elementary School.

13. That at all relevant times, MR. BREEN was a school teacher employed by the defendants LEVITTOWN UNION FREE SCHOOL DISTRICT in order to supervise, monitor and teach the students including the plaintiff at Seaman Neck Elementary School located at or near 1100 Crestline Place, Seaford New York, and that MR. BREEN used his position as a school teacher to form and maintain close associations with minors including the plaintiff in order to sexually abuse them.

14. That at all relevant times herein, the defendants TOWN OF HEMPSTEAD and LEVITTOWN UNION FREE SCHOOL DISTRICT were and are responsible for the tortious actions and conduct of the defendant MR. BREEN which are complained-of herein under the doctrine of *respondeat superior* and because they knew or reasonably should have known of the tortious conduct, and were *in loco parentis* to the plaintiff, and failed to take reasonable measures to safeguard the safety and well-being of the plaintiff.

AS AND FOR A FIRST CAUSE OF
ACTION AGAINST THE DEFENDANTS, THE
PLAINTIFF DANIEL FRIEDLAND DOES ALLEGE AS FOLLOWS:

15. The plaintiff DANIEL FRIEDLAND, incorporates, repeats and re-alleges all of the allegations contained in Paragraphs "1" through "14" with full force and effect as if set forth at length herein.

16. That including and between September of 1965 and June of 1966, when the acts complained-of herein occurred, the plaintiff DANIEL FRIEDLAND was a duly authorized and enrolled student at Seaman Neck Elementary School and he thereby came under the care, custody and control of the defendants TOWN OF HEMPSTEAD and LEVITTOWN UNION FREE SCHOOL DISTRICT during that time period.

17. That at all times hereinafter mentioned, the defendants TOWN OF HEMPSTEAD and LEVITTOWN UNION FREE SCHOOL DISTRICT by their employees, agents and servants including the defendant MR. BREEN did supervise, manage, maintain and control the minors enrolled at Seaman Neck Elementary School, including the plaintiff, and did supervise and manage their conduct, activities and whereabouts.

18. That at all times hereinafter mentioned, the defendants, through their agents, servants and employees including the defendant MR. BREEN, had various duties, responsibilities and obligations in connection with maintaining the safety and well-being of the minors in their custody and control including the plaintiff DANIEL FRIEDLAND while they were enrolled students at Seaman Neck Elementary School.

19. That the defendants TOWN OF HEMPSTEAD and LEVITTOWN UNION FREE SCHOOL DISTRICT through their agents, servants, employees including the defendant MR. BREEN, breached its duties of care to the plaintiff DANIEL FRIEDLAND to keep him reasonably safe while he was enrolled at Seaman Neck Elementary School on account of the fact that he was subjected to sexual misconduct, assault, and battery, while he

was in their care and control, in that they failed to take reasonable and necessary steps to implement and enforce necessary procedures to maintain his safety; and in that they enabled the tortious conduct to occur.

20. As a result of the above negligent conduct and omissions on the part of the defendants TOWN OF HEMPSTEAD and LEVITTOWN UNION FREE SCHOOL DISTRICT, the plaintiff DANIEL FRIEDLAND was caused to be subjected to sexual assault, battery and sexual misconduct by their employee, agent and servant, the defendant MR. BREEN, while the plaintiff was a minor in their charge.

21. As a result of the above negligence on the part of the defendant MR. BREEN, the plaintiff DANIEL FRIEDLAND was caused to suffer severe and painful personal injuries, emotional distress, sexual misconduct, pain and suffering, and mental anguish, of a permanent nature.

22. That the damages sought under this cause of action exceeds the jurisdictional limitations of all lower courts which would otherwise have jurisdiction over this action.

AS AND FOR A SECOND CAUSE OF
ACTION AGAINST THE DEFENDANTS, THE
PLAINTIFF DANIEL FRIEDLAND DOES ALLEGE AS FOLLOWS:

23. The plaintiff, DANIEL FRIEDLAND, incorporates, repeats and re-alleges all of the allegations contained in Paragraphs "1" through "22" with full force and effect as if set forth at length herein.

24. That the defendants TOWN OF HEMPSTEAD and LEVITTOWN UNION FREE SCHOOL DISTRICT by their duly authorized employees agents and servants were negligent in their hiring, training, retention, and supervision of their employee, agent and servant, the defendant MR. BREEN; and were careless, unskillful, negligent, reckless, and failed to act upon the defendant MR. BREEN's unfitness to care for the students in his care,

custody and control, including the plaintiff, DANIEL FRIEDLAND.

25. That the defendants TOWN OF HEMPSTEAD and LEVITTOWN UNION FREE SCHOOL DISTRICT, by their duly authorized agents, employees, and staff, knew or reasonably should have known of the reckless, abusive, and pedophilic activities of the defendant MR. BREEN based on prior complaints, observations, conversations, and instances of misconduct but chose instead to ignore his dangerous and abusive behavior, signs and evidence, thus enabling the occurrences of such misconduct.

26. That the defendants TOWN OF HEMPSTEAD and LEVITTOWN UNION FREE SCHOOL DISTRICT by their duly authorized agents, servants and employees were negligent and failed to implement and adhere to prevailing management practices and protocols in failing to properly hire, supervise, monitor, train and instruct their staff members who had contact with minors and willfully ignored or failed to appreciate the signs and evidence of improper, dangerous and sexually abusive conduct by the defendant MR. BREEN, and failed to act upon prior notice of misconduct by MR. BREEN, all to the damage and detriment of the plaintiff.

27. That the defendants TOWN OF HEMPSTEAD and LEVITTOWN UNION FREE SCHOOL DISTRICT failed to reasonably screen, monitor, supervise, train, instruct, manage and control their staff, employees, agents and servants including the defendant MR. BREEN.

28. That the defendants TOWN OF HEMPSTEAD and LEVITTOWN UNION FREE SCHOOL DISTRICT caused, enabled or permitted the aforesaid sexual abuse and misconduct to occur because of their failure to properly supervise, monitor, train, and manage their employees, agents, servants and employees including the defendant MR. BREEN.

29. That the defendants negligently and recklessly failed to act on prior

notice that their employees, agents, and servants including the defendant MR. BREEN were engaging in improper sexual conduct with minors, by negligently concealing, misrepresenting said notice, or by carelessly retaining and further enabling the defendant MR. BREEN despite the fact defendants knew or reasonably should have known that he was committing abusive acts toward the plaintiff and/ or other minors in their charge.

30. As a result of the defendants TOWN OF HEMPSTEAD and LEVITTOWN UNION FREE SCHOOL DISTRICT's aforesaid negligent hiring, training, retention and supervision, and the failure to act upon prior notice, and their concealment and ignoring of the signs and indications of sexual misconduct, the plaintiff DANIEL FRIEDLAND was caused to suffer severe and painful personal injuries, sexual misconduct, emotional distress, mental anguish, extended disability, and other losses.

31. That the damages sought under this cause of action exceeds the limits of all lower courts which would otherwise have jurisdiction over this action.

AS AND FOR A THIRD CAUSE OF
ACTION AGAINST THE DEFENDANTS,
THE PLAINTIFF DOES ALLEGE AS FOLLOWS:

32. The plaintiff, DANIEL FRIEDLAND, incorporates, repeats and re-alleges all of the allegations contained in Paragraphs "1" through "31" with full force and effect as if set forth at length herein.

33. That including and between September of 1965 and June of 1966, the plaintiff DANIEL FRIEDLAND, while in the custody, care and control of the defendants TOWN OF HEMPSTEAD and LEVITTOWN UNION FREE SCHOOL DISTRICT, was subjected to acts of repeated sexual misconduct, sexual abuse, assaults, and battery by the defendant MR. BREEN.

34. That the defendants TOWN OF HEMPSTEAD and LEVITTOWN

UNION FREE SCHOOL DISTRICT are responsible for their employee, agent, or servant MR. BREEN's acts and misconduct under the doctrine of *respondeat superior*, and also because of their negligent failure to monitor and supervise their employee MR. BREEN, and because of their disregard of the signs, notice and indications of the aforementioned ongoing sexual abuse and repeated sexual assaults of the plaintiff DANIEL FRIEDLAND thus enabling MR. BREEN to engage in such tortious conduct toward the plaintiff DANIEL FRIEDLAND; and for failing to implement, monitor, and enforce guidelines of proper conduct regarding Catholic school staff and students. The defendants TOWN OF HEMPSTEAD and LEVITTOWN UNION FREE SCHOOL DISTRICT actively concealed or were recklessly indifferent to the aforementioned ongoing sexual abuse and sexual assaults.

35. That the foregoing sexual misconduct and abuse to which the plaintiff was subjected as a result of the negligence and recklessness of the defendants TOWN OF HEMPSTEAD and LEVITTOWN UNION FREE SCHOOL DISTRICT constituted assault and battery which caused the plaintiff to sustain severe injuries, emotional distress, pain and suffering, sexual abuse, sexual misconduct, and mental anguish.

36. That the damages sought under this cause of action exceeds the jurisdictional limitations of all lower courts which would otherwise have jurisdiction over this action.

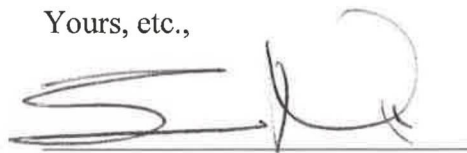
CPLR Article 16 Allegations:

37. That the defendants are not entitled to avail themselves of the limited liability provisions of CPLR Article 16, as a consequence of the exclusions set forth in CPLR sections 1602 (2) (iv), 1602 (7) and 1602 (11).

WHEREFORE, the Plaintiff, DANIEL FRIEDLAND, demands a judgment(s) against the Defendants, both jointly and separately, based upon all of the causes of action set forth herein, together with the costs and disbursements of this action in an amount which exceeds the jurisdictional limitations of all lower courts which might otherwise have jurisdiction over this action.

Dated: New York, New York
November 5, 2019

Yours, etc.,

A handwritten signature in dark ink, appearing to read 'SN', is written over a horizontal line.

Sameer Nath, Esq.
SILVER & KELMACHTER, LLP
Attorneys for Plaintiff
11 Park Place, Suite 1503
New York, New York 10007
(212) 661-8400


ATTORNEY VERIFICATION

SAMEER NATH, ESQ., an attorney at law, does affirm as follows under the penalties of perjury:

That your affirmant is the attorney for the Plaintiff in the within action; that affirmant has read the foregoing SUMMONS AND COMPLAINT and knows the contents thereof; that same is true to affirmant's own knowledge except as to the matters therein stated to be alleged upon information and belief, and as to those matters affirmant believes them to be true and the reason that this verification is not made by the Plaintiff and is made by affirmant is that the Plaintiff does not presently reside in the county where the attorney for the Plaintiff maintains his office, such that the verification can be made by an attorney as per CPLR 3020(d)(3).

Affirmant further says that the source of affirmant's information and the grounds of affirmant's belief as to all matters not stated upon affirmant's knowledge are from medical records and from investigation made on behalf of said Plaintiff.

Dated: New York, New York
November 5, 2019



SAMEER NATH, ESQ.